CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000306419 VWR Funding Inc dba VWR International LLC Building One, Suite 200 100 Matsonford Rd PO Box 6660 Radnor PA 19087 United States Phone #:

Contract ID	Page
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Contract Dates	Origin
02/08/2012 to 06/30/2015	CPŠ
Description:	Contract Maximum
CPS - LAB EQUIP & SUPPLIES	\$9,999,999.99
Buyer Name Buyer Phone	Contract Status
LaRose, Deborah L 828-4635	Approved

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	LABORATORY EQUIPMENT AND SUPPLIES	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF IDAHO ON BEHALF NASPO AND WISCA ENTITLED LABORATORY EQUIPMENT AND SUPPLIES DATED APRIL 29, 2010 AND ALL ADDENDUMS, ATTACHMENTS, CONTRACTOR'S RESPONSE AND NASPO COOPERATIVE LABORATORY SUPPLY CONTRACT MASTER PRICE AGREEMENT NUMBER SBPO1337, INCORPORATED AS PART OF THIS CONTRACT.

STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS COOPERATIVE PROCUREMENT ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER AND SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT TERMS IN THIS DOCUMENT OR ANY OF THE ATTACHMENTS OR ADDENDA INCORPORATED INTO THIS DOCUMENT.

SCOPE OF CONTRACT: TO PROVIDE LABORATORY EQUIPMENT AND SUPPLIES TO STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF THIRTY MONTHS TO ALIGN NASPO/IDAHO CONTRACT SBPO1337 WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS OR PORTIONS THEREOF.

TERMS: NET 30 DAYS

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

VWR HAS NO MINIMUM ORDER REQUIREMENT. SHIPPING WILL ONLY BE CHARGED ON ITEMS THAT ARE EXPEDITED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED

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				Unit	Max	Max
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AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

PRICE: PRICING SHALL BE IN ACCORDANCE WITH THE NASPO/IDAHO MASTER SERVICE AGREEMENT NUMBER SBPO1337.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

PRICE: PRICING SHALL BE IN ACCORDANCE WITH THE NASPO/IDAHO MASTER SERVICE AGREEMENT NUMBER SBPO1337.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT

VENDOR CONTACT INFORMATION: FOR GOVERNMENT CUSTOMER SERVICES TELEPHONE: 877-881-1196 FAX 610-728-2283

EMAIL: government_customerservice@vwr.com

SENIOR SALES REPRESENTATIVE LISA MURPHY, RN, MBA CELL: 802-735-7076 EMAIL: LISA_MURPHY@VWR.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635,

FAX 802-828-2222

E-MAIL: deb.larose@state.vt.us

CHANGE ORDER #1 - 06-06-2013 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEW OPTION YEAR ONE THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO 06/30/2014 AT THE SAME TERMS AND CONDITIONS. PRICING IS ACCORDING TO NASPO COOPERATIVE LABORATORY SUPPLY CONTRACT MASTER PRICE AGREEMENT NUMBER SBP01337.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CHANGE ORDER #2 - 06-03-2014 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEW OPTION YEAR TWO THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO 06/30/2015 AT THE SAME TERMS AND CONDITIONS. PRICING IS ACCORDING TO NASPO COOPERATIVE LABORATORY SUPPLY CONTRACT MASTER PRICE AGREEMENT NUMBER SBP01337.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS

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				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
SIGNED	THE CO	NTRACTOR IS IN GOOD STANDING WITH RESPECT	TO OR IN FULL COMPLIANCE	WITH A PLAN T	O PAY ANY AND ALL	
TAXES	DUE THE	STATE OF VERMONT				

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: